

U.S. Department of Justice

Washington, DC 20530

Exhibit A to Registration Statement**Pursuant to the Foreign Agents Registration Act of 1938, as amended**

INSTRUCTIONS. Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filing of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at <http://www.fara.gov>.

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <http://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <http://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .49 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterespionage Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name and Address of Registrant

Downey McGrath Group, Inc. 1225 I Street NW Suite 600 Washington DC 20005

2. Registration No.

6122

3. Name of Foreign Principal

Bidzina Ivanishvili

4. Principal Address of Foreign Principal

6 King Erekle Circle Tbilisi 380079 GEO

5. Indicate whether your foreign principal is one of the following:

- ☐ Foreign government
☐ Foreign political party
☐ Foreign or domestic organization: If either, check one of the following:
☐ Partnership ☐ Committee
☐ Corporation ☐ Voluntary group
☐ Association ☐ Other (specify) _____
☒ Individual-State nationality Georgian

6. If the foreign principal is a foreign government, state:

- a) Branch or agency represented by the registrant

NA

- b) Name and title of official with whom registrant deals

7. If the foreign principal is a foreign political party, state:

- a) Principal address

NA

- b) Name and title of official with whom registrant deals

- c) Principal aim

Formerly CRM-157

FORM NSD-3
Revised 03/11

8. If the foreign principal is not a foreign government or a foreign political party:

a) State the nature of the business or activity of this foreign principal.

The foreign principal is a private individual who owns a commercial bank in the Republic of Georgia.

b) Is this foreign principal:

Supervised by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☒

Owned by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☒

Directed by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☒

Controlled by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☒

Financed by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☒

Subsidized in part by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☒

9. Explain fully all items answered "Yes" in Item 8(b). *(If additional space is needed, a full insert page must be used.)*

NA

10. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

The foreign principal is a private individual.

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit A to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit A	Name and Title	Signature
August 06, 2012	Thomas J. Downey, Chairman	/s/ Thomas J. Downey
		eSigned

OMB NO. 1124-0004; Expires February 28, 2014

U.S. Department of Justice

Washington, DC 20530

Exhibit B to Registration Statement
Pursuant to the Foreign Agents Registration Act of
1938, as amended

INSTRUCTIONS. A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at <http://www.fara.gov>.

Privacy Act Statement. The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <http://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <http://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterespionage Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant Downey McGrath Group Inc.	2. Registration No. 6/22
3. Name of Foreign Principal Bidzina Ivanishvili	

Check Appropriate Box:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.
7. Describe fully the nature and method of performance of the above indicated agreement or understanding.

Downey McGrath Group Inc.'s agreement is with National Strategies LLC, a legislative and regulatory consulting firm operating in Washington DC. That agreement, and a subsequent amendment, are attached.

Formerly CRM-155

FORM NSD-4
Revised 03/11

8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

Downey McGrath Group Inc. serves in a consulting capacity to National Strategies LLC with respect to National Strategies's providing Mr. Ivanishvili help with development and management of relationships in Washington, DC.

9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? Yes ☒ No ☐

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

Downey McGrath Group Inc. will act under the direction of National Strategies LLC to introduce Mr. Ivanishvili and his associates to officials in the Congressional and Executive branches of the U.S. Government. Our goal will be to educate American officials about Mr. Ivanishvili and his interest in democratic elections in the Republic of Georgia.

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit B to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit B	Name and Title	Signature
August 06, 2012	Thomas J. Downey, Chairman	/s/ Thomas J. Downey eSigned

Footnote: Political activity as defined in Section 1(o) of the Act means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

CONSULTING AGREEMENT

THIS CONSULTING AGREEMENT is entered into as of January 10, 2012 (the "Effective Date") by and between National Strategies, LLC (the "Company"), a Delaware limited liability company with its principal place of business at 1400 Eye Street, NW, Suite 900, Washington, DC 20005 and Downey McGrath Group, Inc. (the "Consultant"), a DC corporation with its principal place of business at 1225 I Street, NW, Washington DC 20005. In consideration of the mutual promises set forth below (the mutuality, adequacy and sufficiency of which are hereby acknowledged), the parties hereby agree as follows:

1. Consulting. During the term of this Agreement, on the terms and conditions hereafter set forth, Company retains Consultant to provide certain Services (as defined below) and Consultant agrees to provide such Services.
2. Scope of Duties. The general scope of Consultant's obligations hereunder shall be to serve in a consulting capacity to Company with respect to Company's providing Bidzina Ivanishvili (the "Client") help with development and management of relationships in Washington, DC (the "Project").

During the term of this Agreement, the Consultant will not, directly or indirectly, represent any other parties in competition with the Company or Client. Consultant's services (the "Services") shall be rendered in accordance with the highest professional standards and shall be performed at Consultant's own expense.

3. Compensation.
 - a) For services rendered, Consultant shall receive the sum of Seventy Five Thousand Dollars (\$25,000 per month for three months, in advance), immediately following receipt by Company of payment from Client.
 - b) Pre-approved expenses for travel shall be fully reimbursed to Downey McGrath Group, Inc. by National Strategies in a timely manner.
 - c) Invoices for work performed under this Agreement shall be addressed to:

Alfred Gordon, CEO
National Strategies, LLC
1400 Eye Street, NW
Suite 900
Washington, DC 20005-3978
(o): 202-349-7003
(f): 202-783-1041
agordon@nationalstrategies.com

4. Term and Termination. The term of this Agreement shall be for a period of three (3) months, beginning on the Effective Date (the "Term"), unless sooner terminated as follows:
 - a) Immediately upon notice from Company if Company's agreement with Client is terminated;
 - b) Immediately upon the filing of a petition under the United States Bankruptcy Act or any other insolvency law by or against either party.
 - c) At the end of the initial three month period all parties will assess their progress and ascertain whether a continuation of the relationship would be beneficial.
5. Confidential Information. Each party acknowledges that it will have access to, be making use of, acquiring and adding to confidential business information of special and unique value including, but not limited to, trade secrets of the other party and Client including financial projections and budgets, historical and projected sales, client and prospective information, capital spending budgets, and plans, the names and backgrounds of key personnel, personnel training techniques and materials and other information that the parties have provided each other in connection with provision of Services (collectively, the "Confidential Information"). The parties agree that neither party will, during or after the term of this Agreement, copy, disclose, distribute or make use of any Confidential Information for its own benefit or for the benefit of a business or entity other than the other party to this Agreement without the prior written consent of such party and shall maintain the confidentiality of the Confidential Information. At the request of the disclosing party, the receiving party shall return to the disclosing party all memoranda, notes, copies, drawings, abstracts, records or other documents, and all copies thereof, concerning any Confidential Information. The provisions of the confidential treatment of the Confidential Information shall not apply to any such information which (a) is or becomes publicly known through no wrongful act of the receiving party (b) is rightly received by the receiving party from a third party; (c) is approved for such use or disclosure by the disclosing party in writing, or (d) is required to be disclosed pursuant to applicable law, order or subpoena, provided that before any disclosure is made pursuant to such law, order or subpoena, the receiving party shall give the disclosing party prompt notice of such requirement unless such notice is prohibited by applicable law, order or subpoena.
6. Agreements with Client. Consultant agrees that neither it nor any of its principals, employees, partners, subsidiaries or affiliates shall, directly or indirectly, enter into or negotiate to enter into any agreement or understanding, written or verbal, with Client or any of its subsidiaries or affiliates, for the performance of any services by such Consultant or subsidiary or affiliate, during

the term of this Agreement or for a period of one year following its termination, except as expressly required or requested by Company under this Agreement.

7. Solicitation. During the term of this Agreement and for one year after its termination, Consultant will not personally or through others recruit, solicit, or induce any employee of the Company to terminate his or her employment with the Company.
8. Independent Contractor. Consultant agrees that it will act as an independent contractor pursuant to this Agreement and that nothing herein shall create an agency relationship between Company, Client and Consultant. Furthermore, Consultant understands that it has no authority to make any proposals, commitments that are binding upon Company or Client. All negotiations and/or proposals shall be approved in advance by Company where possible, but will in all cases be submitted for the approval of Company. The engagement of subcontractors or other third parties by Consultant shall be subject to the approval of Company. All subcontracts or other third parties engaged by Consultant with Company's approval shall agree in writing to be bound by the restrictions and negative covenants in this agreement applicable to Consultant. Consultant's employees shall not be entitled to employee benefits normally associated with employment of individuals by Company. Consultant shall be liable for all federal, state and local taxes assessed against or owed by Consultant related to the compensation hereunder and Consultant hereby indemnifies Company and Client, their affiliates and their employees, officers, directors and agents against and holds them harmless from all claims and liability for such taxes.
9. No Conflicts. Consultant certifies that no outstanding agreement or obligation of Consultant is in conflict with any of the provisions of this Agreement, or would preclude Consultant from complying with the terms and conditions hereof.
10. Compliance with Law. Consultant shall comply with all federal, state, local, and foreign laws, regulation, rules, ordinances and orders of any kind that are applicable to Consultant's performance hereunder. Consultant agrees to abide by the policy of Company as described in Schedule "A" attached hereto and made a part hereof, in the performance of all services under this Agreement.

In addition, Consultant shall fulfill all statutory obligations with regard to any necessary disclosures involved in representing the Client in the United States. Consultant will timely submit to the Company and Client copies of all registration and reporting documents filed relating to the activities undertaken here. In addition the Consultant will complete for the Company's and Client's review and execution any registration and reporting documents required of it by United States law.

11. Efforts. During the term of this Agreement, Consultant shall devote such time as

necessary and use Consultant's best efforts to advance the business and welfare of Company, and to discharge any other duties assigned to Consultant hereafter. Consultant shall not take any action against the best interest of Company or of any subsidiary or affiliate of Company. Consultant shall perform faithfully and competently such duties as may be assigned to Consultant hereunder, in accordance with the highest professional standards.

12. Survivability. The provisions of paragraphs 5, 6, 7, 8 and 13 hereof shall survive the expiration or termination of this Agreement, except as expressly stated therein.
13. Indemnification. Consultant hereby indemnifies and agrees to hold harmless Company and Client from and against any and all claims, demands, and actions, and any liabilities, damages, or expenses resulting from, including court costs and attorney fees, arising out of or relating to the services performed by Consultant under the terms of this Agreement or the breach by the Consultant of any of its provisions. Company agrees to give Consultant prompt notice of any such claim, demand, or action and shall, at Consultant's expense, cooperate fully with Consultant in the defense and settlement thereof.
14. Severability. The provisions of this Agreement shall be deemed severable and the invalidity or enforceability of any provisions shall not affect the validity and enforceability of the other provisions hereof. If any provision of this Agreement is unenforceable for any reason whatsoever, such provision shall be appropriately limited and given effect to the extent that it may be enforceable.
15. No Waiver. A party's failure to exercise any right under this agreement shall not constitute a waiver of any other terms or conditions of this Agreement with respect to any other or subsequent breach, nor a waiver by such party of its right at any time thereafter to require exact and strict compliance with the terms of this Agreement.
16. No assignment. Consultant's services hereunder are personal in nature and may not be assigned without the written consent of Company.
17. Notices. All notices, requests, demands and other communications from one party to the other party as required or permitted hereunder shall be in writing and sent by: (a) personal delivery; (b) electronic mail, return receipt requested; (c) facsimile transmission, electronically confirmed; (d) certified mail, effective on the third day after mailing; or (e) national overnight carrier, effective on the next business day after mailing, to the physical address, mailing address, electronic mail address, or facsimile number set forth below or to such other address or number as may be specified in writing.

In the case of Company:

Al Gordon, CEO
National Strategies, LLC

1400 Eye Street, NW, Suite 900
Washington, DC 20005
Tel.: 202-349-7003
Fax: 202-783-1041
Email: agordon@nationalstrategies.com

In the case of Consultant:

Thomas J. Downey, Chairman
Downey McGrath Group, Inc.
1225 I Street, NW Suite 600
Washington DC 20005
Tel.: 202-789-1110
Fax: 202-789-1116
Email: tdowney@dmgroup.com

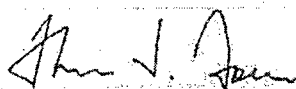
18. Miscellaneous. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware, without regard to conflict of laws that would otherwise require the application of the law of a different jurisdiction. Any and all claims, disputes, or controversies arising out of or related to this Agreement shall be brought only in a state or federal court of competent jurisdiction located in the state of Delaware and the parties hereby consent to the personal jurisdiction of that court. This Agreement constitutes the entire agreement between Consultant and Company with respect to the subject matter herein and shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, successors and assigns. Neither this Agreement nor any amendment to this Agreement shall be valid unless in writing signed and duly authorized by an executive officer of Company and by Consultant.
19. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one in the same instrument.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the Effective Date identified above.

COMPANY:
NATIONAL STRATEGIES, LLC

CONSULTANT:
DOWNEY MCGRATH GROUP, INC.

By: 
Alfred Gordon, CEO

By:  2.6.12
Thomas J. Downey, Chairman

SCHEDULE A

STATEMENT FOR
AVOIDANCE OF QUESTIONABLE BUSINESS TRANSACTIONS

1. No Consultant shall have any understanding, written or verbal, that any payments are to be made or received:
 - A. which involve any illegal purpose, or
 - B. whether legal or illegal, which involve governmental officials, elected or otherwise, or employees, political candidates or parties, campaign personnel or funds, or any consultants or advisors to any local government or kickbacks or bribes on behalf of Company or any affiliates or in pursuit of Company or Client's business objectives.
2. Documentation, if any, of all business transactions shall describe the pertinent events and such records must not be false, distorted or misleading. No undisclosed or unrecorded furniture or asset shall be established for any purpose which is specifically related to the matter for which the agreement exists.
3. Documentary support of all payments or other related business transactions must be itemized, complete and conclusive, clearly defining the nature and purpose of the transaction.

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ADDENDUM TO CONSULTING AGREEMENT

This Addendum to Consulting Agreement is entered into as of April 10, 2012 by and between by and between **National Strategies, LLC** (the "Company"), a Delaware limited liability company with its principal place of business at 1400 Eye Street, NW, Suite 900, Washington, DC 20005 and **Downey McGrath Group, Inc.** (the "Consultant"), a DC corporation with its principal place of business at 1225 I Street, NW, Washington DC 20005.

WHEREAS, the parties entered into a Consulting Agreement as of January 10, 2012 (the "Consulting Agreement") which terminated on April 9, 2012, for Consultant to serve in a consulting capacity to Company with respect to Company's providing Bidzina Ivanishvili (the "Client") help with development and management of relationships in Washington, DC; and

WHEREAS, the parties desire to enter into this Addendum to the Consulting Agreement;

NOW THEREFORE, in consideration of the mutual premises and covenants contained herein and intending to be legally bound, the parties hereto hereby agree as follows:

1. The Term of the Consulting Agreement is extended by nine (9) months, from April 10, 2012 to January 9, 2013, and it may be sooner terminated as follows:
 - a. Immediately upon notice from Company if Company's agreement with Client is terminated;
 - b. Immediately upon the filing of a petition under the United States Bankruptcy Act or any other insolvency law by or against either party; or
 - c. For any or no reason upon 30 days' written notice by either party to the other of its intention to terminate the Agreement.
2. In consideration for services provided starting April 10, 2012, Consultant shall receive the sum of Twenty Five Thousand Dollars (\$25,000) per month, following receipt by Company of payment from Client.

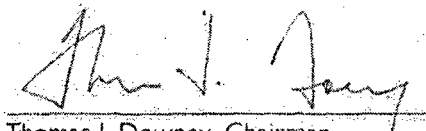
All other provisions of the Consulting Agreement shall not be affected hereby.

IN WITNESS WHEREOF, the parties have duly executed this Addendum as of the date first set forth above.

COMPANY:
NATIONAL STRATEGIES, LLC

CONSULTANT:
DOWNEY MCGRATH GROUP, INC

By: _____
Alfred Gordon, CEO

By:  5-21-12
Thomas J. Downey, Chairman